

# **EXHIBIT A**

Settlement Agreement

November 11, 2014

1. Taya Kyle, the Estate of Chris Kyle, and CT Legacy, LLC, along with their respective affiliates and assigns (the "Kyle Parties") hereby release Kyle Bass, Craft International, LLC, Christopher E. Kirkpatrick, Hayman Partners, L.P., CI Risk Management, LLC, Steven Young, Bo French, Bray Family Trust, and Freeman Capital Ltd, along with their respective affiliates, employees, lawyers, agents, officers, subsidiaries, and assigns from all claims of any kind, known or unknown (1) arising out of or relating to the Kyle Parties' prior personal, business, or professional relationship with the released parties and/or (2) arising from the beginning of the world up through and including the date of this Agreement. The Kyle Parties agree that each of the release parties is intended to be a third party beneficiary of this Agreement.
2. Kyle Bass, Craft International, LLC, Christopher E. Kirkpatrick, Hayman Partners, L.P., CI Risk Management, LLC, Bray Family Trust, Freeman Capital Ltd., Steven Young, and Bo French, along with their respective affiliates and assigns (the "Non-Kyle Parties") hereby release Taya Kyle, the Estate of Chris Kyle, and CT Legacy, LLC, along with their respective affiliates, employees, lawyers, agents, officers, subsidiaries, and assigns from all claims of any kind, known or unknown (1) arising out of or relating to the Non-Kyle Parties' prior personal, business, or professional relationship with the released parties and/or (2) arising from the beginning of the world up through and including the date of this Agreement. The Non-Kyle Parties agree that each of the release parties is intended to be a third party beneficiary of this Agreement.
3. Each of the Parties to this Agreement agrees to reduce the releases set forth in Paragraphs 1 and 2 above to separate written agreements.

4. Hayman Partners agrees to allow Taya Kyle to continue to live in the home located at 5611 Mulberry Ln, Midlothian, Texas rent-free until October 30, 2015, at which point she shall have the option to: (i) purchase the home outright in the amount of \$314,612.32; (ii) remain in the home as a lessee and tenant and pay monthly rent in the amount of \$2,500.00; however, Hayman Partners shall have the right, at its option, to demand that she vacate the property upon no less than 180 days' notice; or (iii) vacate the premises. Hayman agrees that no amounts are due from any of the Kyle Parties related to rents, mortgage payments, interest accrual, or any other amounts related to Taya Kyle or her family's occupancy of the home for any periods prior October 30, 2015. Hayman Partners agrees to reduce this agreement set forth above to a separate, written forbearance agreement.
5. Taya Kyle agrees to pay the sum of \$50,000 to Hayman Partners within 90 days of the execution of this Agreement. Upon full and timely payment of that sum of money, Taya Kyle shall become the rightful owner of Chris Kyle's .338 Lapua sniper rifle.
6. Craft International, LLC will file a motion to dismiss its Bankruptcy in a form and substance provided by Taya Kyle. After dismissal, Craft International, LLC agrees to dissolve and to file all applicable paperwork with the Texas Secretary of State and any other entity necessary to dissolve Craft International, LLC. Additionally, Craft International, LLC agrees to hold Taya Kyle harmless for any liability, if any, resulting from any attorneys' fees owed to Craft, or for any damages resulting from Craft's bankruptcy filing.
7. Craft and Taya Kyle agree to settlement of the Likeness Adversary Proceeding on the following material terms: (1) Craft will transfer the Craft Logo to Taya Kyle, (2) Craft will agree that it will not use Chris Kyle's name, likeness and image, (3) Taya Kyle will dismiss the Likeness Adversary Proceeding, and (4) mutual releases amongst the parties to the Likeness Adversary Proceeding. Additionally, Craft agrees to file and support upon request

of the Kyle Parties any and all pleadings necessary to obtain approval of the Bankruptcy Court for the settlement agreement described in this paragraph. As a material provision of the settlement agreement resolving the Likeness Adversary, Craft agrees to warrant and represent that it is the owner of Craft Logo, that it has the authority to transfer ownership and use of the Craft Logo to Taya Kyle, and that it has not sold, transferred, or otherwise disposed of its ownership in the Craft Logo. Further, Craft International, LLC agrees to indemnify Taya Kyle against any claims of ownership to the Craft Logo. The Kyle Parties acknowledge and agree that the enforceability of this settlement of the Likeness Adversary proceeding is subject to approval of the Bankruptcy Court. The Non-Kyle Parties agree to not object to the settlement and to the fullest reasonable extent possible, support the settlement agreement and cause other affiliates and entities within their control to not oppose the approval by the Bankruptcy Court.

8. In the event that the Bankruptcy Court does not approve the settlement proposed in paragraph 7, Kyle Bass, Hayman Partners, L.P., Bray Family Trust, and Freeman Capital Ltd shall each transfer and assign, without recourse, all of their rights, title and interests in all Convertible Preferred PIK Notes related to Craft, to Taya Kyle.
9. Each of Kyle Bass, Steven Young, Bo French individually and not jointly agree not to use (or allow their controlled affiliates to use) Chris Kyle's name, likeness, logo or image. Craft International LLC and CI Risk Management agree not to use (or allow their controlled affiliates to use) Chris Kyle's name, likeness, logo or image. Kyle Bass, Steven Young, Bo French, Craft International LLC and CI Risk Management agree to each reduce this agreement set forth in this Paragraph to a separate written document.
10. Taya Kyle and the Estate of Chris Kyle will dismiss the lawsuit against Chris Kirkpatrick with prejudice no later than November 12, 2014.

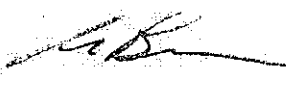
11. After the Bankruptcy court approves the settlement proposed in Paragraph 7, the Kyle Parties will dismiss the lawsuit against Craft, CI Risk Management, Steven Young, and Bo French with prejudice. After the dismissal of the lawsuit against CI Risk Management, Steven Young and/or Bo French will cause CI Risk Management to be dissolved and CI Risk Management will hold Taya Kyle harmless from any liability arising from CI Risk Management. In the event that the Bankruptcy Court does not approve the settlement proposed in paragraph 7, Steven Young and Bo French shall each transfer and assign, without recourse, all of their respective ownership interest in Craft International to Taya Kyle and the Kyle Parties will immediately dismiss the lawsuit against Craft International, CI Risk Management, Steven Young, and Bo French with prejudice.
12. Time is of the essence. Each of the above items shall be performed immediately if capable of being performed immediately and, if not capable of being performed immediately, as soon as feasible, unless such performance of a particular action is extended or waived in writing by the relevant parties to such action.
13. The Parties represent and warrant that they are the complete and sole owners of the respective claims, demands, actions and causes of action referred to in this Agreement at the time of the execution of this Agreement and that there have been no assignments or transfers of any of the claims, actions or liabilities released in this Agreement.
14. The Kyle Parties acknowledge and agree that (1) the enforceability of Likeness Adversary Proceeding settlement agreement set forth in Paragraph 7 above and the agreement by Craft International LLC set forth in Paragraph 9 above is subject to the approval of the Bankruptcy Court and (2) that the consideration provided herein by the Kyle Parties to the Non-Kyle Parties is not contingent in any way on the Bankruptcy Court's approval of the Likeness Adversary Proceeding settlement agreement, Craft International LLC's agreement

set forth in Paragraph 9 above, the dismissal of the bankruptcy, or any other decision (or non-decision) by the Bankruptcy Court.

15. The parties agree to execute such other and further documents that are reasonably necessary to effectuate the terms and purposes of this agreement.

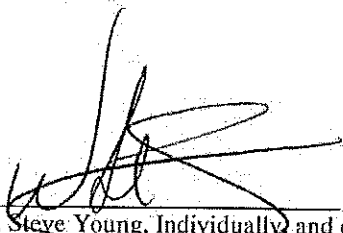
*[Signature Page Follows]*

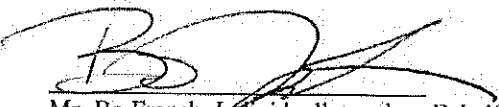
AGREED TO BY THE PARTIES:


  
\_\_\_\_\_  
Ms. Taya Kyle, Individually, and on  
Behalf of the Estate of Chris Kyle

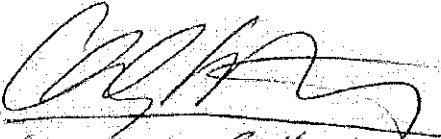
\_\_\_\_\_  
Mr. Kyle Bass, Individually, and on  
Behalf of Hayman Partners

\_\_\_\_\_  
Bray Family Trust

  
\_\_\_\_\_  
Mr. Steve Young, Individually, and on Behalf of  
Craft International, LLC, CI Risk Management,  
LLC and any entity he has a controlling interest  
in:

  
\_\_\_\_\_  
Mr. Bo French, Individually, and on Behalf of  
Craft International, LLC, CI Risk  
Management, LLC and any entity he has a  
controlling interest in:

  
\_\_\_\_\_  
Freeman Capital Ltd.

  
\_\_\_\_\_  
Christopher E. Kirkpatrick,  
as to paragraphs 1, 2, and 3 only

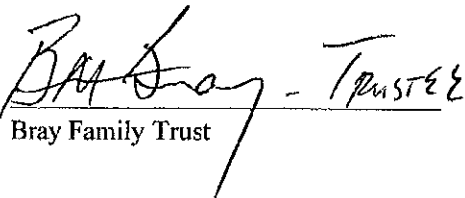
AGREED TO BY THE PARTIES:

\_\_\_\_\_  
Ms. Taya Kyle, Individually, and on  
Behalf of the Estate of Chris Kyle

\_\_\_\_\_  
Mr. Steve Young, Individually, and on Behalf of  
Craft International, LLC, CI Risk Management,  
LLC and any entity he has a controlling interest  
in:

\_\_\_\_\_  
Mr. Kyle Bass, Individually, and on  
Behalf of Hayman Partners

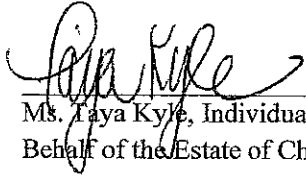
\_\_\_\_\_  
Mr. Bo French, Individually, and on Behalf of  
Craft International, LLC, CI Risk  
Management, LLC and any entity he has a  
controlling interest in:

 - Trustee  
\_\_\_\_\_  
Bray Family Trust

\_\_\_\_\_  
Freeman Capital Ltd.



AGREED TO BY THE PARTIES:



Ms. Taya Kyle, Individually, and on  
Behalf of the Estate of Chris Kyle

Mr. Steve Young, Individually, and on Behalf of  
Craft International, LLC, CI Risk Management,  
LLC and any entity he has a controlling interest  
in:

Mr. Kyle Bass, Individually, and on  
Behalf of Hayman Partners

Mr. Bo French, Individually, and on Behalf of  
Craft International, LLC, CI Risk  
Management, LLC and any entity he has a  
controlling interest in:

Bray Family Trust

Freeman Capital Ltd.

Christopher E. Kirkpatrick